



# State of Arizona

## Department of Education

### Invitation For Bid

### Cover Page



**Solicitation Number:**

**ED06-0054**

**Solicitation Due Date / Time:**

**June 26, 2006, at 3:00 pm - Mountain Standard Time**

**Submittal Location:**

Arizona Department of Education  
Contracts Management Unit/3<sup>rd</sup> Floor  
Attn: Kim Jennings  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**Description of Procurement:**

Purchase and installation of a two color press and purchase and installation of a Computer to plate system

**Commodity Code:**

9999.99.2539

**Some goods and/or supplies, or equipment being purchased under this IFB have been designated as "Brand Name or Equal".**

**Pre-Offer Conference & Site Visit:**

June 19, 2006, at 2:00 pm – Mountain Standard Time  
1535 W. Jefferson St. – Conference Room B1

In accordance with A.R.S. § 41-2533, competitive sealed bids for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name and bid price of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

**Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package.** All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

***OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.***

Kim Jennings

Procurement Officer

602.542.4254

Telephone Number

June 9, 2006

Date

## OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED06-0054**

### OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Person Authorized to Sign Offer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Authorized Person Date of Offer

\_\_\_\_\_  
Telephone Number Facsimile Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Offeror's Arizona Transaction (Sales)  
Privilege Tax License Number:

\_\_\_\_\_  
Offeror's Federal Employer Identification Number

Acknowledgement of Amendment(s):

Amendment No. Date

Amendment No. Date

(Offeror acknowledges receipt of amendment(s)

to the Solicitation for Offers and related

documents numbered and dated)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ACCEPTANCE OF OFFER AND CONTRACT AWARD

*(For State of Arizona Use Only)*

Your Offer, dated \_\_\_\_\_, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

**This Contract shall henceforth be referred to as Contract Number ED06-0054**

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

### State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Douglas C. Peeples, MBA, CPPB, CPCM  
Chief Procurement Officer  
Department of Education

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# SECTION 1

## SPECIFICATIONS / SCOPE or STATEMENT OF WORK

SOLICITATION NO. ED06-0054

### I. INTRODUCTION:

The Department of Education plans to enter into a contract for the following in accordance with the Terms and Conditions and Specifications contained herein for:

- Purchase and installation of a two color press
- Purchase and installation of a computer to plate system

### II. SPECIFICATIONS:

#### 1.0 Two Color Press

- 1.1 Two independent plate cylinders
- 1.2 Two independent blanket cylinders
- 1.3 Paper Size
  - 1.3.1 Minimum of 3-1/2" x 5" or smaller
  - 1.3.2 Maximum of 13-3/8" x 17-3/4" or larger
- 1.4 Image Area of 13" x 17-1/4" or larger
- 1.5 Paper Thickness
  - 1.5.1 Minimum of .002 or thinner
  - 1.5.2 Maximum of .012 or thicker
- 1.6 Plate mounting – Register Pin System
- 1.7 Speed of 10,000 sheets per hour or faster
- 1.8 Roller Train – Minimum of four form rollers (3 ink and 1 water form)
- 1.9 Dampening System – Motor driven continuous water film
- 1.10 Levered ink fountain with slotted ink blade on both units
- 1.11 Dryer System – Infrared with dry powder
- 1.12 Delivery System – Chain delivery with automatic stacker
- 1.13 Anti-Tracking – Superblue or equal

#### 2.0 Computer to Plate System:

##### 2.1 Plate Specifications

- 2.1.1 Plate Substrate – Aluminum intended for dampening system offset printing
- 2.1.2 Light Sensitivity – Daylight safe, no color safe lighting required for individual plate handling
- 2.1.3 Baking – No baking or oven required
- 2.1.4 Chemicals – Water only, no chemicals or gumming required
- 2.1.5 Size
  - 2.1.5.1 Minimum of 13-3/16 x 19-3/32
  - 2.1.5.2 Maximum of 21-5/8 x 25-5/8
- 2.1.6 Thickness
  - 2.1.6.1 Minimum of .006
  - 2.1.6.2 Maximum of .012
- 2.1.7 Must be capable of producing up to 300 line screen at 2450 DPI

<p style="text-align: center;"><b>SECTION 1</b> <b>SPECIFICATIONS / SCOPE or STATEMENT OF WORK</b></p>
<p style="text-align: center;"><b>SOLICITATION NO. ED06-0054</b></p>

**2.2 RIP/Processor Specifications**

- 2.2.1 EFI Facet RIP or equal
- 2.2.2 System must include all computers, monitors, plate imager, plate washer, proof printer, RIP with trapping, proofing, and step & repeat software, combination plate punch to match all ADE presses including the two color press noted above
- 2.2.3 Proof printer must be 17" wide desktop printer with resolution of 2880 x 1440 DPI 3.5 Pico liter droplet size, utilizing 8 ink colors. Internal 10/100 Baset Ethernet.
- 2.2.4 Single RIP with multiple output. Must be capable of proofing, printing, and imaging plate from original ripped file.
- 2.2.5 Full trapping software in RIP
- 2.2.6 Full step and repeat software in RIP
- 2.2.7 Full proofing software in RIP to include one and two color progressive proofs and 4 color composite proofs
- 2.2.8 Automatically generated thumbnails at output station
- 2.2.9 Must support P.C. and Mac based files
- 2.2.10 Soft proofing at RIP
- 2.2.11 Spot color remapping at RIP

## SECTION 2 SPECIAL TERMS AND CONDITIONS

### SOLICITATION NO. ED06-0054

#### Definition of Terms Used in These Special Terms and Conditions

As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.
- C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).

#### Changes

- A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the State in accordance with the drawings, designs, or specifications.
  - (5) Method of shipment or packing.
  - (6) Place of delivery.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
- D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

#### Indemnification

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

## SECTION 2 SPECIAL TERMS AND CONDITIONS

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#### Insurance Requirements:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

**A. Minimum Scope & Limits of Insurance:**

Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Each Occurrence	\$1,000,000

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in

the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:  
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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**B. Additional Insurance Requirements:**

The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. Notice Of Cancellation:**

Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

**D. Acceptability Of Insurers:**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

**E. Verification Of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person identified on the cover page. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

**F. Approval:**

Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

**G. Exceptions:**

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply

Contract Type

Firm, fixed price, one-time purchase (equipment) and firm, fixed price term (service maintenance).

Contract Term

The initial term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form,



## SECTION 2 SPECIAL TERMS AND CONDITIONS

### SOLICITATION NO. ED06-0054

signifying ADE's acceptance of the Offeror's proposal and will remain in effect through June 30, 2007, unless terminated, canceled, or extended as otherwise provided herein.

#### Option to Renew Contract

This Contract shall not bind nor purport to bind ADE and the Contractor, regarding the warranty, for any contractual commitment in excess of the original contract term. ADE shall have the right, at its sole option, to renew the Contract, in one year increments, not to exceed a total contracting term of five years. If ADE exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the option terms.

#### Current Products

All products offered in this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this contract.

#### Manufacturing Status, Equipment

- A. Equipment and related options/accessories purchased may have any of the following as a manufacturing status.
  - 1) New: "Units which have not been used previously and are being actively marketed by the vendor."
  - 2) Newly Manufactured: "Equipment that has been assembled for the first time from new parts (it may contain some reprocessed parts or components that meet new parts or components performance standards)."
  - 3) Current: "Current machines are currently manufactured and actively marketed."
- B. Remanufactured, rebuilt, reconditioned or used (having been used in a production environment) equipment shall not be considered.

#### Options/Accessories/ Purchase/ Delivery/ Installation:

- A. Equipment shall be acquired on an outright purchase basis only.
- B. Outright Purchase: a total unit payment. Title shall transfer to ADE upon completion of delivery, installation and final acceptance by ADE
- C. Delivery is desired as soon as possible, but **REQUIRED** no later than 15 days after Contractor's receipt of a purchase order or contract release order. Delivery, installation and final acceptance shall be the time all equipment has been delivered, installed, connected and is fully operational according to Original Equipment Manufacturers specifications. All installation shall be performed by factory trained technicians. ADE designated personnel shall have sole responsibility for acceptance or rejection of all delivered equipment.
- D. Extended service maintenance provision shall be at the sole option of ADE and shall not be considered as part of any equipment acquisition costs.

#### Warranty:

All equipment purchased shall include a (1) year "full service" warranty period.

#### Training:

- A. Contractor shall make available, within 7 days from equipment installation, a comprehensive "hands on" training program for four ADE print shop employees for all equipment purchased.
- B. The training program shall, at a minimum, cover proper use of all equipment/options/accessories as specified by the equipment Manufacturer in any equipment owner's manuals.
- C. Upon completion of contractor training, the trained personnel shall be able to demonstrate their ability to properly operate the equipment/options/accessories. Those who are not able to demonstrate such abilities shall be sufficiently re-trained until they can exhibit their ability to properly operate the equipment/option/accessories.

## SECTION 2 SPECIAL TERMS AND CONDITIONS

### SOLICITATION NO. ED06-0054

- D. All cost associated with equipment training shall be included in the equipment purchase price. No additional training charges will be allowed.

#### Service Maintenance Requirements:

- A. The contractor shall be responsible for providing an extended full service maintenance program for all equipment purchased by ADE. This extended service maintenance program shall meet the minimum requirements established herein. At a minimum the extended full service maintenance program shall provide preventative service maintenance as per manufacturers recommended schedules as well service maintenance based on ADE's "will call" program.
- B. Service maintenance pricing specified herein shall be inclusive of labor, technical support, equipment, materials, parts, hardware and software, travel, per diem, and services required to maintain all equipment and their operation in accordance with OEM specifications.
- C. Initiation of the initial (after the equipment one year warranty period) or any subsequent service maintenance programs for the time periods specified herein shall be made at the sole discretion of ADE and shall only be done by the issuance of a contract purchase order.
- D. The contractor shall not initiate any automatic maintenance renewals or require ADE to sign the contractor's maintenance agreement (strictly prohibited by the State). Authorization for extended service maintenance shall be made solely by the issuance of a contract purchase order that cites the correct State contract number.

#### Coverage Type:

- A. Contractor shall provide all required extended service maintenance for all equipment purchased herein for the entire terms specified at the prices stated herein. Service maintenance shall be inclusive of all; base equipment, equipment options, hardware, software (as per minimum specification section).
- ❖ Year 1 service maintenance: Shall commence on the first day following the initial 1 year warranty period and shall continue for a period of 12 months thereafter.
  - ❖ Year 2 service maintenance: Shall commence on the first day following the end of year 1 service maintenance and shall continue for a period of 12 months thereafter.
  - ❖ Year 3 service maintenance: Shall commence on the first day following the end of year 2 service maintenance and shall continue for a period of 12 months thereafter.
  - ❖ Year 4 service maintenance: Shall commence on the first day following the end of year 3 service maintenance and shall continue for a period of 12 months thereafter.
- B. The contractor shall maintain all equipment purchased herein in accordance with all manufacturers recommended service/maintenance schedules and/or as required to maintain the equipment and its operation in accordance with the original manufacturer's specifications.
- C. Service maintenance shall be performed as per manufacturers recommended schedules or as required by ADE (reference "will call" service maintenance response time section).
- D. Routine manufacturer's recommended service schedules shall be performed on dates and times pre-scheduled between the contractor and ADE's authorized designee.
- E. Service technicians shall be capable of diagnosing equipment/technical problems, obtaining required components/parts/software and initiating all on site repairs required to bring equipment back up to OEM operating specifications.
- F. All defective or unserviceable "worn" parts shall be replaced with parts approved by the manufacturer. All replacement parts shall carry the manufacturer's standard warranties.
- G. All requirements contained herein shall also apply during the initial 1 year warranty period.

#### Power Requirements:

- A. Schematic of current power supply and location will be available at site visit and after that on request.
- B. If there is not enough power for the equipment that you are proposing in the specific locations then installation includes set up and running of additional electrical connections.
- C. If installation of additional electrical connections is required it will need to be run prior to the delivery of the equipment.
- D. Additional electrical connections need to be approved by ADE prior to installation.

## SECTION 2 SPECIAL TERMS AND CONDITIONS

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#### Service Technician Response Times “Will Call”:

- A. Customer “Will Call” service maintenance shall be performed during ADE’s normal print shop hours of 8:00 am to 5:00 pm, Monday through Friday.
- B. The contractor’s service maintenance technicians shall respond within 2 hours for a phone response and be on-site for all “will call” requests within 4 hours of initial ADE notification.

#### Down Time/Equipment Replacement:

- A. The contractor shall provide ADE access to, or the replacement thereof, of equivalent equipment should any contracted equipment be out of service for more than a 24 hour period.
- B. The equivalent replacement equipment shall be supplied at no additional cost to ADE and shall remain available for agency use until all repairs have been completed and the contracted equipment is back up and performing to OEM standards.
- C. Should the contractor fail to service or repair equipment or provide equivalent replacement equipment within the timeframes established herein, ADE reserves the right to secure such services from a third party. In the event that ADE elects to exercise this option, the contractor shall be responsible for reimbursement of the actual cost incurred by ADE for the third party service.

#### Service/Technical Personnel Qualifications:

- A. All work performed under the initial equipment warranty period and under any extended service maintenance provisions shall be done solely by OEM trained/qualified technicians.
- B. ADE reserves the right to confirm that all service maintenance technicians have proper OEM training before commencement of work. Any service maintenance technician found to be non-compliant to this section shall be immediately removed and replaced (with a qualified technician) by the contractor.

#### Inclusive Offeror

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

#### Pricing

- A. The contractor has the option to bid on one or both of the items.
- B. The contractor’s proposed trade in price for the equipment shall not be accepted if ADE deems the minimum value of the equipment higher.

#### Trade-In Option

ADE has the following equipment is available for trade in: See pricing sheet

- ❖ Agfa Selectset Avantra 25S Imagesetter
- ❖ Olec LT1 Lamp with Vacuum Frame
- ❖ Bacher Control 2000 Plate Punch
- ❖ Anitec K22 Plate Processor
- ❖ ABDick 617s Plate Maker
- ❖ Rapiline 66 Film Processor
- ❖ Itek Model #3980, serial #1172

The contractor is responsible for pick up of trade in equipment.

<b>SECTION 2</b> <b>SPECIAL TERMS AND CONDITIONS</b>
<b>SOLICITATION NO. ED06-0054</b>

Shipping Terms

Bid price(s) and terms shall be F.O.B. Destination at:

Arizona Department of Education  
1535 West Jefferson Street  
Phoenix, Arizona 85007

All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. ADE will notify the contractor promptly of any damaged good and shall assist the contractor in arranging for inspection.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & State) (Zip Code)

Contractor representative to contact for contract administration purposes:

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & State) (Zip Code)

\_\_\_\_\_  
(Telephone & Facsimile Numbers)

\_\_\_\_\_  
(E-Mail Address)

The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

\_\_\_\_\_  
Dale Bulgrin  
(Name and Title)

\_\_\_\_\_  
1535 W. Jefferson, #49  
(Street Address)

\_\_\_\_\_  
Phoenix, AZ 85007  
(City & State) (Zip Code)

\_\_\_\_\_  
Dale.Bulgrin@azed.gov  
(E-Mail Address)

All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Kim Jennings  
Contracts Management Unit, Bin #37  
1535 West Jefferson Street  
Phoenix, Arizona 85007  
Phone: (602) 542.4254  
FAX: (602) 364.0598  
E-Mail: Kimberly.Jennings@azed.gov

## SECTION 3 UNIFORM TERMS AND CONDITIONS

### SOLICITATION NO. ED06-0054

Version 7

#### Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the State.
- E. "Days" means calendar days unless otherwise specified
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- I. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- J. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- K. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- L. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- M. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

Version 7.0 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (<http://www.azeps.az.gov/PoliciesDocuments/>) or by calling either, Enterprise Procurement Services at 602-542-5511 or the Arizona Department of Education at 602-364-2517. ***It is the Offeror's responsibility to obtain the current revision of the documents.***

## SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

### SOLICITATION NO. ED06-0054

*Version 6*

#### Definition of Terms Used in These Special Instructions

As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.

#### Required Information

The following shall be submitted concurrent with and as part of the Offer.

- A. Offer and Award Form;
- B. Attachment 6.1, Prices;
- C. Attachment 6.2, Offeror's Personnel Qualifications;
- D. Attachment 6.3, Offeror's Checklist; and
- E. Solicitation Amendments (if any);

#### Authorized Signature

- A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
  - (1) Privately Owned: The Owner must sign the contract.
  - (2) Partnership: A Partner must sign the contract.
  - (3) Corporation: A Corporate Officer must sign the contract.
- B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.

#### Offer Evaluation

In accordance with Arizona Procurement Code, §41,2533, Competitive Sealed Bids, award of the two color press and/or computer to plate system contract shall be made to the lowest responsive and responsible offeror whose offer conforms in all material respects of the requirements and criteria set forth in this Solicitation.

#### Federal Immigration and Nationality Act:

By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

#### Certificate of Insurance Form

ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

#### Brand Name or Equal Description

- A. Some equipment described within this solicitation has been designated as "Brand Name or Equal". Offerors must provide manufacturer's descriptive literature to support bids for equipment other than that described in the Specifications.

#### Descriptive Literature

Offerors shall include complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the proposal being rejected

## SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

### SOLICITATION NO. ED06-0054

*Version 6*

#### Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Days" means calendar days unless otherwise specified.
- E. "Exhibit" means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- F. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- G. "Offer" means bid, proposal or quotation.
- H. "Offeror" means a vendor who responds to a Solicitation.
- I. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- J. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- K. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- L. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- M. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (<http://www.azeps.az.gov/PoliciesDocuments/>) or by calling either, Enterprise Procurement Services at 602-542-5511 or the Arizona Department of Education at 602-364-2517. ***It is the Offeror's responsibility to obtain the current revision of the documents.***



**ATTACHMENT 6.1  
PRICES/DELIVERY SCHEDULE**

**SOLICITATION NO. ED06-0054**

**NOTICE:** The Contractor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. The Contractor further acknowledges that the defense of *force majeure* shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

\*\*\*The contractor has the option to bid on both of the items or only one of the items.

**Two color Press**

**Warranty**

Year 1

Year 2

Year 3

Year 4

**OR**

Warranty Package with all (4) years

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Computer Two Plate System**

**Warranty**

Year 1

Year 2

Year 3

Year 4

**OR**

Warranty Package with all (4) years

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Trade in Value**

**Trade In Equipment**

Agfa Selectset Avantara 25S Imagesetter

Olec LT1 Lamp with Vacuum Frame

Bacher Control 2000 Plate Punch

Anitec K22 Plate Processor

ABDick 617s Plate Maker

Rapiline 66 Film Processor

Itek Model #3980, serial #1172

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\*\*\* The contractor's proposed trade in price for the equipment shall not be accepted if ADE deems the minimum value of the equipment higher.

Subtotal \$ \_\_\_\_\_

%\* Arizona Sales Tax, State and City\* \$ \_\_\_\_\_

Minus Any Equipment for Trade \$ \_\_\_\_\_

Total Offer \$ \_\_\_\_\_

If payment is made within \_\_\_\_\_ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by \_\_\_\_\_. (Refer to Uniform Instructions To Offerors for discount requirements.)

**Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.**

## ATTACHMENT 6.2 PERSONNEL QUALIFICATIONS

### INSTRUCTIONS:

Complete a separate resume, specifically addressing each of the items listed below, for each person who will be proposed to fill the required positions as listed below for the annual warranty/installation/delivery. If attachments are used, indicate the item number and heading being referenced as it appears below. Attach to each form, the person's resume, current job description, and position(s) for which the person is proposed.

1. Name of Person:
2. Proposed position for contract service:
3. Position currently held in company: ☐ Owner/Partner  
☐ Other \_\_\_\_\_
4. Number of years with company:
5. Number of years as a qualified OEM technician:
6. Describe any related education and training (identify degree(s), certification(s), license(s), and professional affiliation(s).
7. Based on the area(s) of expertise specified in Paragraph 6, above, identify the primary function(s) of this person in terms of providing the services required by this solicitation.

## ATTACHMENT 6.3

### OFFEROR'S CHECKLIST

*Instructions: Offerors must submit the items listed below. In the column titled "Offeror's Page #", the Offeror must enter the appropriate page number(s) from its Proposal where the ADE evaluators may find the Offeror's response to that requirement.*

Required Item	Solicitation Reference:	Offeror's Proposal Page #:
1. Offer and Award Form Signed	Page 1	
2. Offeror's Prices	Attachment 6.1	
3. Offeror's Personnel Qualifications	Attachment 6.2	

**EXHIBIT 7.1****CERTIFICATE OF INSURANCE**

CONTRACT NO.

VENDOR:

**ARIZONA DEPARTMENT OF  
EDUCATION**

**CONTRACTS MANAGEMENT UNIT**  
**1535 WEST JEFFERSON, Bin 37**  
**PHOENIX, ARIZONA 85007**  
**(602) 542-6537**

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

NAME AND ADDRESS OF INSURANCE AGENCY:		COMPANY LETTER	COMPANIES AFFORDING COVERAGE:		
		<b>A</b>			
		<b>B</b>			
NAME AND ADDRESS OF INSURED:		<b>C</b>			
		<b>D</b>			
LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY:			COMPREHENSIVE GENERAL LIABILITY FORM  PREMISES OPERATIONS  CONTRACTUAL  INDEPENDENT CONTRACTORS  PRODUCTS/COMPLETED OPERATIONS HAZARD  PERSONAL INJURY  BROAD FROM PROPERTY DAMAGE  EXPLOSION & COLLAPSE (IF APPLICABLE)  UNDERGROUND HAZARD (IF APPLICABLE)		
PER PERSON	\$ 100,000.00				
EACH OCCURRENCE	\$ 500,000.00				
PROPERTY DAMAGE	\$ 100,000.00				
OR					
BODILY INJURY	\$ 100,000.00				
AND					
PROPERTY DAMAGE					
COMBINED					
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$ 100,000.0 0		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		
STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.			IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER:			DATE ISSUED _____		
			_____ AUTHORIZED REPRESENTATIVE		

**END OF SOLICITATION NO. ED06-0054**

DO NOT SEND TO IRS

Vendor MUST Print  
or Type information

## STATE OF ARIZONA

## SUBSTITUTE W-9 &amp; VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print  
or Type information

☒ Taxpayer Identification Number (TIN) ☐ TIN Type ☐ Employer Identification Number (EIN) ☒ State of Arizona HRIS EIN  
State of Arizona Employees ONLY

☒ Legal Name  
Must match TIN above

☒ Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)  
☐ Corporation (providing health care, medical or legal services) (5M)  
☐ Partnership, LLP (5T)  
☐ Individual/Sole Proprietor (6I)  
☐ The US or any of its political subdivisions or instrumentalities (2G)  
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)  
☐ Tax-exempt organization under IRC §501 (5C)  
☐ An international organization or any of its agencies or instrumentalities (5U)  
☐ State of Arizona employee (1E)  
☐ Other NON-Tax-Exempt Entity (5P)

☒ Minority Business Indicator Select one of the following

- ☐ Small Business (01)  
☐ Small Business- African American (23)  
☐ Small Business- Asian (24)  
☐ Small Business- Hispanic (25)  
☐ Small Business- Native American (27)  
☐ Small Business- Other Minority (05)  
☐ Small, Woman Owned Business (06)  
☐ Small, Woman Owned Business- African American (29)  
☐ Small, Woman Owned Business- Asian (30)  
☐ Small, Woman Owned Business- Hispanic (31)  
☐ Small, Woman Owned Business- Native American (33)  
☐ Small, Woman Owned Business- Other Minority (11)  
☐ Woman Owned Business (03)  
☐ Woman Owned Business- African American (17)  
☐ Woman Owned Business- Asian (18)  
☐ Woman Owned Business- Hispanic (19)  
☐ Woman Owned Business- Native American (21)  
☐ Woman Owned Business- Other Minority (08)  
☐ Minority Owned Business- African American (04)  
☐ Minority Owned Business- Asian (32)  
☐ Minority Owned Business- Hispanic (74)  
☐ Minority Owned Business- Native American (15)  
☐ Minority Owned Business- Other Minority (02)  
☐ Non-Profit, IRC §501(c) (88)  
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

☒ Main Address Where tax information and general correspondence is to be mailed

DBA\Branch\Location \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address continued \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

☒ Remit to Address ☐ Same as Main

DBA\Branch\Location \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address continued \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

☒ Contact Information

Name \_\_\_\_\_  
 Phone # \_\_\_\_\_ EXT \_\_\_\_\_  
 Fax \_\_\_\_\_  
 email \_\_\_\_\_

☒ Certification

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND  
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND  
 3. I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Current Date \_\_\_\_\_

STATE OF ARIZONA **AGENCY** USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY \_\_\_\_\_ Agency Authorization \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

STATE OF ARIZONA **GAO** USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_

Vendor Number \_\_\_\_\_ MC \_\_\_\_\_ Processed by \_\_\_\_\_ Date Processed \_\_\_\_\_

**END OF SOLICITATION NO. ED06-0054**